IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.345 OF 1989

Mr.M.M.Bapat .. .. Plaintiff

Versus

Beardsell Marketing Ltd. .. defendants

Mr.S.Ramaiya for plaintiff

None for defendants

CORAM : P.V.KAKADE, J.

DATE : 13TH AUGUST, 2004.

P.C.:

1. The plaintiff has filed the suit against the defendants for recovery of the amount of Rs.1,19,620.80 ps. together with interest on the principal amount of Rs.93,539.70 ps. @ 18% p.a. from the date of the suit till payment.

2. The Plaintiff's firm is located at Bombay and has factory at Pune and he is in the business of manufacturing and sale of Textile Rings. Pursuant to

the Agreement dated 12.1.1983 between the parties the defendants were appointed as "Agents" of the plaintiff to carry out the business of the said goods, i.e. for the sale of Textile Rings, for a period of five years w.e.f. 1.2.1983 as per the terms and conditions of the agreement. Pursuant to the said agreement the plaintiff supplied diverse quantities of textile rings to the defendants as per the defendants' requirements and as per their specifications of the amount of Rs.93,539.70.

As the amount was outstanding, there was meeting between the parties on 22.2.1988 in which course it was agreed that the impugned agreement could not be renewed and all the outstanding dues would be paid by the defendants within a period of two weeks from that date. However, the amount was not paid, hence the suit is filed for recovery of the said amount.

3. The defendants have filed their written statement raising various contentions submitting that various amounts are due from the plaintiff and on such ground the suit is sought to be dismissed.

4. On the basis of the pleadings certain issues are

framed. The issues and my findings thereon are as follows :

ISSUES	FINDINGS
1. Whether a sum of Rs.1,19,620.80 (Rs.93,539.70 Principal + Rs.7,706.00 Tax in lieu of Sales Tax + Rs.18,374.80 interest at 18% p.a.) is due to the plaintiff as referred in para 9 page 6 of the Plaint ?	In the affirmative.
2. Whether the defendants claim of Rs.61,612.26 ps. from plaintiff as stated in letter dated 15.11.88 of the defendants Advocate, referred in para 6 page 5 of the plaint sustainable?	In the negative.
3. Whether the defendants claim of Rs.51,585.00 from the plaintiff vis-a-vis products supplied to M/s.Sree Synthetics Ltd.,	

Ujjain, referred in para pg
of the Written statement
sustainable ? In the negative.

4. Whether defendants claim of
Rs.38,614.30 from the plaintiff
with respect to products
supplied to M/s.Jawahar Co-op.
Spinning Mills Ltd. Latur referred
to in para 5 page 6 of the
Written statement sustainable ? In the negative.

5. Whether the defendants claim
of Rs.8,594.50 p. from the
plaintiff vis-a-vis products
supplied to M/s.Bhaskar Textile
Mills, referred to in para 6
pg 8 of the written statement
sustainable ? In the negative.

6. Whether the defendants claim of
Rs.56,729.33 p from the
plaintiff, towards brokerage
charges with respect to orders

	procured for Morarji Mills No.1, as referred in para 7 pg 9 of the written statement sustainable?	In the negative.
7.	Whether the defendants prove their Claim of Rs.1,612.26 p.?	In the negative.
8.	What orders?	As per final order.

5. At the outset it may be noted that though the defendants have filed their written statement, they have not appeared for the hearing of the suit and the suit proceeded ex-parte against them. The plaintiff has entered the witness box and proved the contents of his affidavit as well as documents on record. The contents of the plaint are also proved, especially when the entire plaintiff's evidence has gone on record unchallenged. In view of this position there is no doubt that the plaintiff has proved his claim and he deserves the decree. Hence the Order.

The suit is hereby decreed with costs.

The defendants shall pay sum of Rs.1,19,620.80 to the plaintiff together with interest on the principal amount of Rs.93,539.70 at the rate of 12% p.a. from the date of the suit till actual payment or realisation.